

**REMARKS**

In the Office Action<sup>[1]</sup>, the Examiner took the following actions:

rejected claims 1-4, 6-10, 12-15, and 27 under 35 U.S.C. §102(b) as being unpatentable over *Johnson et al.*, U.S. Patent No. 5,615,408 (“*Johnson*”)<sup>[2]</sup>;

rejected claims 28 and 29 under 35 U.S.C. §102(e) as being unpatentable over *Pillay et al.*, U.S. Publication No. 2002/0042763 A1 (“*Pillay*”);

rejected claims 5 and 11 under 35 U.S.C. §103(a) as being obvious over *Johnson* in view of *Natsuno*, U.S. Patent No. 7,231,202; and

rejected claims 16 and 18-25 under 35 U.S.C. §103(a) as being obvious over *Johnson* in view of *Mills et al.*, U.S. Patent No. 7,024,386 (“*Mills*”).

Claims 1, 2, 4-8, 10-16, 18-25, and 27-29 remain pending in the application.

**I. Rejection of Claims 1, 2, 4, 6-8, 10, and 12-15 under 35 U.S.C. § 102(b)**

Applicants respectfully traverse the rejection of claims 1, 2, 4, 6-8, 10, 12-16, 18-23, 25, and 27 under 35 U.S.C. § 102(b) as anticipated by *Johnson*. In order to properly establish that *Johnson* anticipates the claims under 35 U.S.C. § 102, each and every element of each of the claims in issue must be found, either expressly described or under principles of inherency, in that single reference. Furthermore, “[t]he identical invention must be shown in as complete detail as is contained in the ... claim.”

M.P.E.P. § 2131, quoting *Richardson v. Suzuki Motor Co.*, 868 F.2d 1126, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989).

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<sup>[1]</sup>The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

<sup>[2]</sup>The heading on page 3 of the Office Action states claims 1-4, 6-10, 12-15, and 27 are rejected under 35 U.S.C. §102(b). Applicants point out claims 3 and 9 are cancelled and should not be listed in the rejection of the claims. Applicants also point out that claim 27 depends from claim 19. Claim 19 is listed on page 11 as rejected under 35 U.S.C. §103(a) as being obvious over *Johnson* in view of *Mills*. Therefore, Applicants assume the Office Action intended claim 27 to be rejected over *Johnson* in view of *Mills*.

Independent claim 1 defines a credit management system, including, “a credit limit manager, said credit limit manager managing credit limit master data and calculating open and used credit for said customer” and “a credit rules engine, said credit rules engine applying credit rules to the credit information, the credit limit master data and open and used credit, and the accounting information relating to said customer to generate internal scoring and internal credit limits.” *Johnson* fails to teach or suggest all of the elements of claim 1.

*Johnson* fails to teach or suggest the claimed “credit limit manager” or any form of a manager for “calculating open and used credit for said customer,” as recited in claim 1. Contrary to the assertions in the Office Action, *Johnson* merely discloses an incremental process which compares current and previous external credit scores of a subscriber to determine whether the subscriber’s credit limit should be increased or decreased. *Johnson*, col. 9, lines 44-54. In other words, *Johnson* discloses analyzing trends in a customer’s external credit score to determine a credit limit. *Johnson* does not teach or suggest a “credit limit manager” for “managing credit limit master data and calculating open and used credit for said customer,” as recited in independent claim 1 (emphasis added). Among other things, there is no disclosure or teaching in *Johnson* of how to calculate “open and used credit” for a customer.

*Johnson* also fails to teach or suggest the claimed “credit rules engine” of independent claim 1. The Office Action alleges “the credit interface of *Johnson* acts as a credit rules engine because it performs the same functions . . . generates a scoring that is to be used internally, from external credit information . . . the credit interface applies credit rules that instruct the system how to use information.” Office Action, pp.

15-16. The Examiner's interpretation of *Johnson*, even if correct, fails to demonstrate that teach the elements of claim 1 are anticipated by *Johnson*.

As noted above, *Johnson* uses a credit score obtained from an external credit bureau to determine a credit limit for a subscriber. *Johnson*, col. 8, line 57-col. 9, line 17. *Johnson* only collects these external credit scores to periodically update a customer's internal credit limit. *Johnson*, Fig. 1C. Although *Johnson* discloses an event manager for checking usage patterns, suspect calls, etc. (see *Johnson*, Fig. 3A), *Johnson* does not teach or suggest a "credit rules engine" for "applying credit rules to the credit information, the credit limit master data and calculated open and used credit, and the accounting information relating to said customer to generate internal scoring and internal credit limits", as recited in claim 1 (emphasis added).

The Examiner appears to take Official Notice to teach elements of claim 1, stating "[i]t is the Examiner's interpretation that the formulation of credit score and risk is a function of calculating open and used credit." Office Action, p. 4. Applicants respectfully traverse the Examiner's apparent reliance on personal knowledge by Official Notice. M.P.E.P. § 2144.03(C) states "[i]f the examiner is relying on personal knowledge to support the finding of what is known in the art, the examiner must provide an affidavit or declaration setting forth specific factual statements and explanation to support the finding" (emphasis added). Further, M.P.E.P. § 2144.03(A) states, "[o]fficial notice without documentary evidence to support an examiner's conclusion is permissible only in some circumstances . . . [o]fficial notice unsupported by documentary evidence should only be taken by the examiner where the facts asserted to be well-known, or to be common knowledge in the art are capable of instant and unquestionable

demonstration as being well-known.” Because the Examiner appears to be asserting Official Notice based on personal knowledge, Applicants request the Examiner provide documentary evidence as required by the M.P.E.P. Further, even if the Examiner’s statement that “formulation of credit score and risk is a function of calculating open and used credit” is correct, it does not follow that *Johnson* teaches the “calculating open and used credit”; and, indeed, there is no teaching or suggestion of such a calculation in *Johnson*.

The Office Action states “[the] limitation ‘for calculating open and used credit’ represents intended use which holds no patentable weight.” Office Action, p. 5. Applicants disagree. Claim 1 recites “[a] credit limit manager . . . calculating open and used credit for said customer.” This is not an intended use, but a recited feature of the credit limit manager. Relevant portions of M.P.E.P. § 2106(II)(B) state “[a]s a general matter, the grammar and intended meaning of terms used in a claim will dictate whether the language limits the claim scope . . . [t]he following are examples of language that may raise a question as to the limiting effect of the language in a claim: (A) statements of intended use or field of use . . . .” Applicants submit that the recitation “calculating open and used credit for said customer” in claim 1 limits the claim scope and is therefore not an intended use. Therefore recitation of “calculating open and used credit for said customer” should be given patentable weight by the Examiner and the failure to do so renders the rejection of claim 1 to be improper.

For at least the reasons listed above, *Johnson* fails to teach or suggest all of the elements of claim 1, including a “credit limit manager managing credit limit master data and calculating open and used credit for said customer” and “credit rules engine” for

"applying credit rules to the credit information, the credit limit master data and calculated open and used credit, and the accounting information relating to said customer to generate internal scoring and internal credit limits."

Accordingly, *Johnson* does not anticipate independent claim 1. Claims 2 and 4 depend from claim 1 and are thus also allowable for at least the same reasons as that discussed above for claim 1.

Independent claims 6 and 12, although of difference scope from claim 1, and each other, recite elements similar to those discussed for claim 1 above and are therefore allowable for at least similar reasons to those presented above for claim 1. Claims 7, 8, 10, and 13-15 are also allowable in view of their dependency from claim 6 or 12.

## **II. Rejections of Claims 28 and 29 under 35 U.S.C. § 102(e)**

Applicants respectfully traverse the rejection of claims 28 and 29 under 35 U.S.C. § 102(e) as anticipated by *Pillay*. Independent claim 28 defines a method of automatically preparing a credit checklist including "obtaining information from an accounts receivable system; obtaining information from a billing system; and taking information relating to a predetermined volume of customers, critical customers' information, and suspicious customers' information and preparing a report therefrom." *Pillay* fails to teach or suggest all of the elements of claim 28.

The Office Action references paragraphs 59 and 66 of *Pillay* to support the rejection of claim 28. Office Action, p. 8. However, neither those paragraphs nor any other section of *Pillay* provide adequate support for the rejection. *Pillay* relates to an

apparatus and method for providing a credit report to a customer which may include a credit limit and/or other “credit related information”. *Pillay*, [0059].

The Office Action alleges “*Pillay* . . . teach[es] receiving user account receivables information . . . receiving billing information sources from an information provider computer.” The Office Action references paragraphs 44 and 37 to support this allegation. However, this is incorrect. As indicated above, *Pillay* merely provides a credit report which may include a credit limit. *Pillay*, [0059]. *Pillay* does not teach or suggest “obtaining information from an accounts receivable system” and “obtaining information from a billing system.”

Furthermore, *Pillay* fails to disclose “taking information relating to a predetermined volume of customers, critical customers' information, and suspicious customers' information and preparing a report therefrom,” as recited in claim 28 (emphasis added). The Office Action alleges *Pillay* teaches “creating a report for a predetermined number of one or more customers,” citing to paragraph 66. Even if this characterization of *Pillay* is correct, which Applicants do not believe it is, the Office Action still fails to point out how *Pillay* teaches, suggests, or makes obvious “taking information relating to a predetermined volume of customers, critical customers' information, and suspicious customers' information and preparing a report therefrom,” as recited in claim 28 (emphasis added).

Accordingly, for at least these reasons, *Pillay* does not anticipate independent claim 28. Claim 29 depends from claim 28 and is also allowable for at least the same reasons as that discussed above for claim 28.

### **III. Rejections of Claims 5 and 11 under 35 U.S.C. § 103(a)**

Applicants respectfully traverse the Examiner's rejection of claims 5 and 11 under 35 U.S.C. § 103(a) as being unpatentable over *Johnson* in view of *Natsuno*. A *prima facie* case of obviousness has not been established.

"The key to supporting any rejection under 35 U.S.C. 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious. . . . [R]ejections on obviousness cannot be sustained with mere conclusory statements."

M.P.E.P. § 2142, 8th Ed., Rev. 6 (Sept. 2007) (internal citation and inner quotation omitted). "The mere fact that references can be combined or modified does not render the resultant combination obvious unless the results would have been predictable to one of ordinary skill in the art." M.P.E.P. § 2143.01(III) (emphasis in original). "All words in a claim must be considered in judging the patentability of that claim against the prior art." M.P.E.P. § 2143.03. "In determining the differences between the prior art and the claims, the question under 35 U.S.C. 103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious. M.P.E.P. § 2141.02(I) (emphases in original).

"[T]he framework for objective analysis for determining obviousness under 35 U.S.C. 103 is stated in *Graham v. John Deere Co.*, 383 U.S. 1, 148 U.S.P.Q 459 (1966). . . . The factual inquiries . . . [include determining the scope and content of the prior art and] . . . [a]scertaining the differences between the claimed invention and the prior art." M.P.E.P. § 2141(II). "Office personnel must explain why the difference(s) between the prior art and the claimed invention would have been obvious to one of ordinary skill in the art." M.P.E.P. § 2141(III).

A *prima facie* case of obviousness has not been established because the Examiner has neither properly determined the scope and content of the prior art nor properly ascertained the differences between the claimed invention and the prior art. Accordingly, the Examiner has failed to clearly articulate a reason why the prior art would have rendered the claimed invention obvious to one of ordinary skill in the art.

Claims 5 depends from claim 1 and, thus, incorporates each and every element recited therein. As noted above, *Johnson* fails to teach or suggest a “credit limit manager” for “managing credit limit master data and calculating open and used credit for said customer” and a “credit rules engine” for “applying credit rules to the credit information, the credit limit master data and calculated open and used credit, and the accounting information relating to said customer to generate internal scoring and internal credit limits,” as recited in claim 1. The Examiner cited *Natsuno* as allegedly teaching information comprising customer profession and age information. Office Action, p. 10. Even assuming the Examiner’s characterization of *Natsuno* is correct, *Natsuno* still fails to cure the deficiencies of *Johnson*, including with respect to the above-noted elements of claim 1. Accordingly, the cited references, taken either alone or in any reasonable combination, fail to teach or suggest all the limitations of claim 1 and dependent claim 5.

In view of the mischaracterization of the references, as discussed above, the Examiner has neither properly determined the scope and content of the prior art nor properly ascertained the differences between the prior art and claimed combination. Thus no *prima facie* case of obviousness has been established.

For at least these reasons, *Johnson* and *Natsuno* therefore fail to support a *prima facie* case of obviousness. The rejection of claim 5 under 35 U.S.C. §103 as being obvious over *Johnson* in view of *Natsuno* is thus improper and should be withdrawn.

Similarly, claim 11 depends from claim 6 and thus incorporates each and every element recited therein. For similar reasons to that stated above, no *prima facie* case of obviousness is established with respect to claim 11 based on the combination of *Johnson* and *Natsuno*. Accordingly, Applicants respectfully request that the Examiner reconsider and withdraw the rejection of claim 11.

#### **IV. Rejections of Claims 16, 18-25, and 27 under 35 U.S.C. § 103(a)**

Applicants respectfully traverse the Examiner's rejection of claims 16 and 18-25 under 35 U.S.C. § 103(a) as being unpatentable over *Johnson* in view of *Mills*. A *prima facie* case of obviousness has not been established.

Independent claim 16 defines a method of automated credit limit monitoring including "receiving accounting information collectively providing an indication of exposure for said customer, wherein said accounting information comprises data relating to at least one of open items, new orders, and unbilled and billed but not posted items . . . and if said total exposure is within a predetermined level of said credit limit or higher, triggering an event for follow-up and updating credit scoring and credit limit for said customer." *Johnson* fails to teach or suggest all of the elements of claim 16.

Based on column 8, line 57 - column 9, line 17, column 9, lines 41-62, and column 57, lines 19-24, the Examiner alleges that *Johnson* teaches "receiving accounting information, said accounting information collectively providing an indication

of exposure for said customer . . . if said total exposure is within a predetermined level of said credit limit or higher, triggering an event for follow-up and updating credit scoring and credit limit for said customer.” Office Action, pp. 11-12. Applicants respectfully disagree. *Johnson* uses credit scores obtained from an external credit bureau to determine a credit limit for a subscriber. *Johnson*, col. 8, line 57-col. 9, line 17. However, *Johnson* does not disclose, or even suggest “receiving accounting information collectively providing an indication of exposure for said customer . . . and if said total exposure is within a predetermined level of said credit limit or higher, triggering an event for follow-up and updating credit scoring and credit limit for said customer,” as recited in claim 16 (emphasis added).

The Office Action acknowledges *Johnson* fails to disclose “accounting information comprises data relation to at least one of open items, new orders, and unbilled and billed but not posted items.” Office Action, p. 12. To cure the deficiencies of *Johnson* the Examiner relies upon *Mills*. *Id.*

The Examiner alleges *Mills* cures this deficiency of *Johnson*. *Id.* Applicants respectfully disagree. Claim 16 requires the “receiving . . . accounting information comprises data relating to at least one of open items, new orders, and unbilled and billed but not posted items.” The Office Action alleges *Mills* cures this deficiency by stating “*Mills discloses credit limits based on new trades.*” *Id.* Even if *Mills* discloses “credit limits based on new trades”, which Applicants do not concede, *Mills* fails to cure the deficiencies of *Johnson*. That is *Mills* fails to teach, suggest, or make obvious a method of automated credit limit monitoring including “receiving accounting information collectively providing an indication of exposure for said customer, wherein said

accounting information comprises data relating to at least one of open items, new orders, and unbilled and billed but not posted items . . . and if said total exposure is within a predetermined level of said credit limit or higher, triggering an event for follow-up and updating credit scoring and credit limit for said customer," as recited in claim 16.

Accordingly, for at least these reasons, *Johnson* does not anticipate independent claim 16. Claim 18 depends from claim 16 and is also allowable for at least reasons similar to that discussed above for claim 18.

Independent claim 19, although of difference scope from claim 16, recites elements similar to those discussed for claim 1, above and is therefore allowable for at least reasons similar to that presented for claim 16. Claims 20-25 and 27 are also allowable in view of their dependence from claim 19.

### **CONCLUSION**

In view of the foregoing amendments and remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of all pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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